

**Certificate of Notice Page 1 of 3**  
**United States Bankruptcy Court**  
**Eastern District of Pennsylvania**

In re:  
 Barrie A. Heimbach  
 Joy L. Heimbach  
 Debtors

Case No. 18-14280-elf  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-4

User: JEGilmore  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 10

Date Rcvd: Oct 03, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 05, 2019.

db/jdb	+Barrie A. Heimbach, Joy L. Heimbach, 8 Heather Court, Douglassville, PA 19518-1400
smg	+Bureau of Audit and Enforcement, City of Allentown, 435 Hamilton Street, Allentown, PA 18101-1603
smg	City Treasurer, Eighth and Washington Streets, Reading, PA 19601
smg	+Dun & Bradstreet, INC, 3501 Corporate Pkwy, P.O. Box 520, Centre Valley, PA 18034-0520
smg	+Lehigh County Tax Claim Bureau, 17 South Seventh Street, Allentown, PA 18101-2401
smg	+Tax Claim Bureau, 633 Court Street, Second Floor, Reading, PA 19601-4300
cr	+Santander Consumer USA Inc. dba Chrysler Capital, P.O. Box 961245, Fort Worth, TX 76161-0244

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg	E-mail/Text: RVSVCBICNOTICE1@state.pa.us Oct 04 2019 03:06:58 Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
smg	+E-mail/Text: usapae.bankruptcynotices@usdoj.gov Oct 04 2019 03:07:05 U.S. Attorney Office, c/o Virginia Powell, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404
cr	+E-mail/PDF: gecsedri@recoverycorp.com Oct 04 2019 03:06:06 Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 3

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 05, 2019

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 3, 2019 at the address(es) listed below:

DAVID S. GELLERT	on behalf of Debtor Barrie A. Heimbach dsgrdg@ptdprolog.net
DAVID S. GELLERT	on behalf of Joint Debtor Joy L. Heimbach dsgrdg@ptdprolog.net
KEVIN G. MCDONALD	on behalf of Creditor Nationstar Mortgage LLC d/b/a Mr. Cooper bkgroup@kmllawgroup.com
SCOTT F. WATERMAN (Chapter 13)	ECFMail@ReadingCh13.com, ecf_frpa@trustee13.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov
WILLIAM MILLER*R	on behalf of Trustee WILLIAM MILLER*R ecfemail@FredReigleCh13.com, ECF_FRPA@Trustee13.com
WILLIAM EDWARD CRAIG	on behalf of Creditor Santander Consumer USA Inc. dba Chrysler Capital ecfmail@mortoncraig.com, mhazlett@mortoncraig.com;mortoncraigecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Barrie A. Heimbach Joy L. Heimbach  <u>Debtors</u>  Nationstar Mortgage LLC d/b/a Mr. Cooper <u>Movant</u> vs.  Barrie A. Heimbach Joy L. Heimbach <u>Debtors</u>  Scott F. Waterman, Esquire <u>Trustee</u>	CHAPTER 13  NO. 18-14280 ELF  11 U.S.C. Section 362
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STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$6,080.57, which breaks down as follows;

Post-Petition Payments:	July 1, 2019 to September 1, 2019 at \$1,710.32/month
Suspense Balance:	\$81.39
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$6,080.57

2. The Debtor shall cure said arrearages in the following manner:

- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$6,080.57.
  - b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$6,080.57 along with the pre-petition arrears;
  - c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due October 1, 2019 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,710.32 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

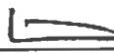
8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

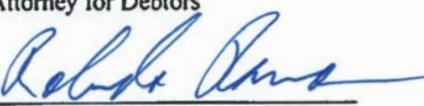
Date: September 5, 2019

By: /s/ Kevin G. McDonald, Esquire  
Attorney for Movant

Date: 9/26/19

  
David S. Gellert, Esquire  
Attorney for Debtors

Date: 9/26/19

  
Scott F. Waterman, Esquire  
Chapter 13 Trustee

## ORDER

Approved by the Court this 2nd day of October, 2019. However, the court retains discretion regarding entry of any further order.

  
Bankruptcy Judge  
Eric L. Frank